



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

(Head notes prepared by M. P. Burks, State Reporter.)

SMITH V. BURTON.—Decided at Richmond, December 17, 1896.—*Riely, J:*

1. PLEADING—*Declaration on indemnifying bond—Title to personal property—Demurrer—Case at bar.* In an action on a bond with condition to save the plaintiff harmless against certain enumerated debts for which personal property sold by the plaintiff to one of the defendants, and the plaintiff also is bound, it is unnecessary to aver in the declaration that the plaintiff has transferred his title in the property to the defendant. In the case at bar there was no retention of the title to the property and it passed immediately on the sale, and hence the defendant's demurrer to the declaration on the ground that it failed to aver a transfer of title to one of the defendants was properly overruled.

2. APPELLATE COURT—*Objection to admissibility of evidence for first time—Receipts.* Objections to the admissibility of evidence cannot be made for the first time in the appellate court. An objection that an execution is not for the debt which it purports to be for, or that receipts are not genuine, comes too late when made for the first time in the appellate court. A party will not be allowed by his silence in the trial court, to admit the relevancy of evidence, or the genuineness of receipts, and then dispute it in the appellate court.

JAMES AND OTHERS V. KIBLER'S ADMR., AND KIBLER'S ADMR. V.

JAMES AND OTHERS.—Decided at Richmond, Dec. 17, 1896.—*Harrison, J:*

1. LEASE—*Abandonment of contract by lessee—Action by lessor—Measure of damages.* Where there has been an entire abandonment by a lessee of his contract of rent and a refusal on his part to carry it out, the lessor may recover at once, before the expiration of his term, compensation for the injury sustained by breach of the contract, and the measure of his damage is the difference between what he would have received under his violated contract and what he actually receives from a sale of the lease, either at a private or public sale fairly made.

2. LEASE FOR FIXED PERIOD—*Option to lessee to renew.* A lease for a period of five years, with an option to the lessee to continue on the same terms for another period of five years on giving six months' notice before the expiration of the first term, is not a present lease for ten years. The covenant to renew at the option of the lessee is not an actual renting for a longer term than the first period.

3. LANDLORD AND TENANT—*Signing contract of lease—Refusal to enter—Sale of lease.* The mere signing of a contract of lease by the lessor and lessee, without delivery of possession by the lessor or entry of the lessee, does not constitute the relation of landlord and tenant. And if the lessee abandons his contract and refuses to carry it into effect, the lessor may sell the lease and become the purchaser at the sale, and the lessee is bound for the resulting loss, if any. It is the duty of the lessor to relieve the lessee as far as possible from the consequences of his own default.